



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

RFP Schedule of Events

Release RFP **06/06/2013**

Final date for questions **06/26/2013**

Final date for questions is June 26, 2013 at 2:00 pm; questions will not be accepted after this date and time.

RFP due date/time **07/02/2013**

Submittals will not be accepted later than 3:00 pm, Local Time (AZ MST), Tuesday July 2, 2013 at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Information regarding the submittal requirements of this RFP may be obtained at the Purchasing Office located at 16000 North Civic Center Plaza, Surprise AZ 85374. Contact the Purchasing Office regarding documents at (623) 222-3700, FAX: (623) 222-3701. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise shall not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax. Please reference COS13-016 in all your communications to the city.

Direct all questions regarding this Request for Proposal via e-mail or fax to:

Pam Risaliti C.P.M., CPPB
Senior Contract Officer
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
pamela.risaliti@surpriseaz.gov
623-222-1857 phone, 623-222-3701 fax

Published: Arizona Business Gazette
June 6, 13, 2013
City of Surprise Website:
<http://www.surpriseaz.gov>



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Offer and Award

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited. Proposals shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Surprise: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with:

1. A response to this *Request for Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request for Proposal* and the written amendments thereto, if any. The acceptance of a Proposal by the City will form a binding contract between the Respondent and the City. The contract will, unless otherwise agreed to in writing, consist of the terms, conditions and specifications contained in the City's Request for Proposal, and attachments thereto.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. If awarded a contract, in response to this RFP, Respondent accepts the City of Surprise Standard Terms and Conditions, which shall only be revised by written addendum and
5. Respondent acknowledges that further negotiations may be required to define the scope, price, terms or other specifications of the Offer prior to contract award and that the City of Surprise may end negotiations at any time and not accept the Offer.

For clarification of this offer contact:			Telephone: _____ Fax: _____	
Name: _____			E-mail: _____	
Company Name			Authorized Signature for Offer	
Address			Printed Name	
City	State	Zip Code	Title	

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the proposer's offer as accepted by the City.

Attested by:		<i>For City Internal Use only:</i> Signature for Scope/Content/Budget approval: + _____ Department Director Signature for Procurement Approval: _____ Procurement Manager	City of Surprise, Arizona.
Sherry Aguilar, City Clerk			Effective Date: _____
			Approved as to form: _____
			City Attorney
City Seal		Awarded on: _____	
	COS13-016	_____	
	Contract Number	Chris Hillman, City Manager	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Table of Contents

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

TABLE OF CONTENTS

Scope/Specifications	1
Proposal Submission	37
Evaluation Criteria.....	37
References	38
Standard Terms and Conditions	39
Special Terms and Conditions.....	44



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

1. SCOPE

Contractor shall provide 31 yard side loading refuse trucks, all factory/manufacture accessories, dealer add on options, parts services (warranty and non-warranty), preparation and delivery on an as needed basis for a period of one year beginning on or about July 1st, 2013. All factory/manufacture standard equipment must be provided and all vehicles must meet or exceed the following specifications. Any undocumented alterations will not be accepted. Additional costs for a particular item in the scope will be identified in the COST field for the particular item in the respective tables below. Current model year is required until the manufacturer cut-off date. Equipment is installed and functioning in the manner designed to perform in a severe heat and duty cycle environment. All hoses, fittings, fasteners, bolts and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceed common industry standards. The bid will be limited to the City's most current refuse body and lift arm assembly which is DaDee Manufacturing, LLC (Scorpion)

The specifications to follow are for a side loading type refuse truck that will be used in the mechanized refuse collection of cylindrical refuse containers from the right side of the vehicle. This collection procedure requires total vehicle operation from the right hand seating position including steering, stopping and refuse collection control. Only OEM manufactured right hand drive vehicles will be considered for this solicitation, DUAL DRIVE TYPE VEHICLES ARE NOT ACCEPTABLE. The required instrumentation, foot and hand controls shall be located on the right side of the vehicle. The spacing of all foot controls such as the brake and accelerator shall be ergonomically correct for the operator's safety and comfort. Operator visibility of the right and left side shall be unrestricted and in accordance with all applicable laws and regulations.

Engines offered, main and auxiliary (if required), must meet or exceed the Federal Emissions Standards in place at the time the Purchase Order is issued. Vehicles offered must be the current model in production at the time the Purchase Order is issued. If the model year offered is a future production model, the Federal Emissions Standard in place at the time of production is required.

A pre-build conference will be conducted at the City of Surprise prior to the chassis being built for each fiscal year purchase. Detailed drawings will be required showing the layout of the chassis and body offered. Representatives will be required from the chassis and body, distributors or manufacturers. Contract amendment will be issued accepting chassis and body. This conference will be conducted at no charge to the City.

A pilot inspection will be conducted at the body plant after the first truck from each fiscal year purchase is completely assembled. Up to four (4) City of Surprise employees will attend the inspection trip at the expense of the City. The pilot truck must be inspected and approved before the remaining trucks are completed.

In order for your response to be considered responsive the following requirements must be met in their entirety.

- a. Reservoir capacity shall be sufficient to operate the hydraulic system and provide adequate cooling while operating in 120 degrees Fahrenheit ambient temperatures and prevent

cavitation. Inlet and outlet shall be at opposite ends of reservoir with baffling to provide circuitous path for fluid travel back to inlet. Gate valves shall be installed at the return side of the reservoir. The suction side is 2.0" diameter (ID) and the return side is 1.5" diameter (ID). Magnetic plug in the tank.

- b. A tandem pump is required. The pump shall be compatible with the lift and packer systems and shall be capable of producing sufficient output to provide lift and packer cycle times as specified



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

- c. Drive shafts and couplers shall be shielded to protect other vehicle components from collateral damage if a drive shaft fails.
- d. Suction Screen: 100 mesh, full flow.
- e. High capacity nominal ten (10) micron (replacement element) return line filter with visual restriction indicator mounted for easy inspection and element replacement. A shut off valve shall be installed between reservoir and filter. NOTE: Filter to be sized according to pump maximum operational capacity.
- f. Complete system shall be capable of leak proof operation up to 3,000 psi or higher.
- g. A sight glass level gauge and fluid temperature gauge shall be so located on the reservoir to be easily read and yet out of the way of possible damage during garbage collection. Reservoir shall be located where the operator can easily get to it to check the oil. Ingress and egress to reservoir must be provided.
- h. The hydraulic reservoir is extremely heavy. The framework and brackets that support the reservoir shall be a single piece bracket that supports it from underneath. NO BUTT WELDS OR SPOT WELDS. All seams shall have full welds. The hydraulic tank shall be constructed of 10 gauge Pickled & Oiled steel and pressure tested for leaks. Tank shall include O-ring porting where possible. Mounting hardware, grade 8 or greater bolts and spring washers.

FOR THREE YEARS AFTER THE TRUCK IS PUT INTO SERVICE, THE HYDRAULIC SYSTEM SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIAL, WORKMANSHIP, AND TO BE COMPLETELY LEAK FREE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO CLEAN UP A HYDRAULIC OIL SPILL THAT REQUIRES AN OUTSIDE THIRD PARTY UNLESS THE OIL SPILL IS THE FAULT OF THE CITY OF SURPRISE DUE TO LACK OF MAINTENANCE OR DAMAGE TO THE VEHICLE.



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

2. VEHICLE DELIVERY SERVICE

Delivery of all vehicles shall be completely assembled, serviced and adjustment ready for continuous operation, including the installation of any standard or optional accessories, dealer add on and/or equipment. Vehicle service shall include, but not limited to the following.

1. Complete Lubrication
2. Checking of all fluid levels to insure that they are filed to the manufacturer's recommendation
3. Fuel tank must be full at the time of delivery
4. Engine adjustment to proper operating conditions
5. Correct tire inflation to manufacturer's specifications
6. Mechanical and electrical operation checked and document to manufacturer's specifications for Arizona climate.
7. Interior and exterior defects are checked, corrected and documented with delivery.
8. Cleaning and removal all unnecessary tags and stickers including dealer advertising, washing if necessary.
9. Certification all Federal, state, local standards will be provided at delivery.
10. If odometer is over 1,000 miles, the engine oil and filter will be changed prior to delivery.

ITEM	YES	NO	DESCRIPTION	COST
2			Vehicle Delivery Service	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

3. VEHICLE PRICING

Prices will be in effect for the current model year vehicle until the factory cut-off date. After that date and for purchase of vehicles at anytime, pricing shall be at the factory invoice, less the factory bid assistance or retail incentive, whichever is greater. Contractor must provide a copy of factory invoice. The factory invoice shall be unaltered to include original factory pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

ITEM	YES	NO	DESCRIPTION	COST
3			Vehicle Pricing	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

4. OPTIONS, UPGRADES AND ACCESSORIES

Manufacturer accessories, options or upgrades may be purchased or deleted anytime and must be priced at the



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

factory invoice. Contractor must provide a copy of factory invoice. The factory invoice shall be unaltered to include original factory pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades may be purchased anytime and must be priced at the documented dealer's cost with no additional profit

Actual material cost with documentation from Contractor on the invoice and quotation. Rebates, specials, core charges, returns or discounts are to be applied when they are directly attributable to the delivery and/or service of the vehicle. The City reserves the right to audit applicable records to ensure proper administration. Contractor must guarantee an established, reliable, responsive supply chain for the procurement of both major and minor items, components for all items installed, maintained and repaired. A repeated failure to obtain major and minor items and components in the timely manner required completing maintenance and repairs to the City's satisfaction would be sufficient cause to terminate any contract. The Public Works Director will be the sole judge in determining the allowable options, upgrades and accessories.

ITEM	YES	NO	DESCRIPTION	COST
4			Options, Upgrades and Accessories	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

5. ON-SITE LABOR RATES

On-site labor rate shall be used when the service is needed by the City. On-site labor rates are a flat hourly rate. Travel hours, Contractor's equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this contract. Contractor should take this into consideration when preparing their response. Labor time period will be from "check in" and "check out" at the City's facility or with the City's Vehicle Maintenance Manager. City Fleet business hours are defined as 6:00 a.m. to 4:30 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non City Business Hours: 4:31 p.m. to 5:59 a.m. non regular business days and City Holidays). Contractor agrees each of its personnel is properly qualified and will use reasonable care in the performance of services. If the City, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor personnel has violated this agreement by performing unsatisfactory services, interfering with operation of vehicle, bothering or annoying any occupants, other approved contractors or subcontractors then at service location, or that such actions or conduct is otherwise detrimental to the City of Surprise, then upon receipt of the City of Surprise written notice, Contractor shall immediately provide qualified replacement person(s).

ITEM	YES	NO	DESCRIPTION	COST
5			On-Site Labor Rates	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

6. ADDITIONAL REPLACEMENT AND REPAIR PARTS

All replacement/repair parts and labor shall be guaranteed for a minimum of thirty (30) days. The Contractor shall maintain a sufficient supply of maintenance and repair parts to maintain all of the City's vehicles. Any repetitive repair for the same problem within sixty (60) days will be at no cost to the City. Following the expiration of any express or implied warranty applicable to those items, goods or equipment furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer's warrantee at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts. The Contractor will guarantee that stock of replacement parts specified in this agreement is available locally. Captive parts must be available within 72 hours following the placement of order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges. Failure to supply parts within seven (7) calendar days from order date may be cause for cancellation of agreement.

A list of recommended parts that the City of Surprise should maintain in its inventory shall be provided by the chassis dealer and the body dealer. This list should include wearable items (example: wiper blades, brakes) and all necessary parts used for preventive maintenance (example: water, oil, and transmission filters). Parts should be listed by their part numbers and description.

ITEM	YES	NO	DESCRIPTION	COST
6			Additional Replacement and Repair Parts	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

7. ADDITIONAL REPAIRS AND PARTS BILLING

Each repair will be invoiced separately, with all parts and labor on the same invoice within 30 days of completion of the repair. Invoice should include the authorization number (PO), location, and date of service, in addition to all parts and labor, and a summary of problems found and repairs performed.

ITEM	YES	NO	DESCRIPTION	COST
7			Additional Repair and Parts Billing	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

8. MANUFACTURER SPONSORED FLEET WARRANTY ADMINISTRATION

The manufacturer and/or contractor will authorize and reimburse for warrantable repairs on City owned vehicles/equipment by the manufacturer(s) subsidiaries and sold to City by Contractor. The City will notify the manufacturer and/or contractor of any problems that are found before repairs are started. A maximum of two (2)



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

hours of troubleshooting will be allowed. The contractor will order parts as needed and have them drop shipped to the City location. If required, all damaged parts will be returned to contractor within 20 days. The contractor will provide all documentation via electronic or printed for warranty reimbursement within 30 days. Upon expiration of this agreement, City and Contractor will determine if any warranty coverage's exist for the equipment/vehicles by the manufacturer's subsidiaries and sold to the City by Contractor. Contractor and City may, upon mutual agreement, enter into a new five (5) agreement to cover the fully negotiated warranty periods. Vehicles covered by this agreement are exclusive manufacturer's and include all vehicles/equipment delivered from on or after July 1, 2013.

ITEM	YES	NO	DESCRIPTION	COST
8			Manufacturer Sponsored Fleet Warranty Administration	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

9. RECEIVING DOCUMENTS

Vehicles will not be accepted without completed pre-delivery and warranty checklists.

ITEM	YES	NO	DESCRIPTION	COST
9			Receiving Documents	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

10. MANUALS

All service manuals, parts books, diagrams and schematics shall be provided in either electronic or paper copy using the following format and quantity. All materials will be provided by model and model year delivered. Electronic copies of the service and parts manuals are preferred.

Operator's Manual - One (1) paper copy (no exceptions) per unit delivered, plus one (1) single additional copy per model for placement in a reference library.

Service and Parts Manuals Electronic Copy – Internet connectivity is preferred. If not available via internet, either compact disc (CD) or digital versatile disc (DVD) will be accepted. One (1) electronic copy each of the service manual and parts book shall be supplied. One (1) electronic copy of the complete wiring diagrams and hydraulic schematics shall also be provided for the vehicles delivered "as built". The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer's part number used for each fitting shall also be provided. Electronic copies shall be presented in a word or text searchable format if available.

A release shall be provided allowing the City of Surprise the rights to install electronic copies to the Public Work's computer network. Access to component manufacturer's websites is acceptable in lieu of paper, CD, or DVD;



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

however, access must be operable to the City Of Surprise at time of delivery.

Service and Parts Manuals Paper Copy – If only a printed format is available, a total of five (5) copies each of the service manual and parts manual shall be supplied. Five (5) copies of the complete wiring diagrams and hydraulic schematics shall also be provided for the vehicles delivered “as built”. The hydraulic schematics shall include the diameter and length of each hose used. The manufacturer’s part number used for each fitting shall also be provided.

Service and parts manuals will cover all components of the finished vehicle in detail (to include engine, transmission, axles, and all other components). Service manuals will be sufficiently comprehensive so as to provide a journeyman level mechanic adequate direction and procedures for routine maintenance, problem diagnosis and repair of all components on the finished vehicle. (Note that overhaul-level repair manuals are not required for powertrain and chassis components.)

Parts manuals will likewise be sufficiently detailed so as to cover all components and their individual parts that are installed on the finished vehicle. Original component manufacturer’s part numbers will be provided as well as the refuse body and chassis vendors’ part numbers.

Diagnostic and troubleshooting software, if necessary for maintenance, repair, and diagnostics of the vehicle must also be provided at time of delivery, one copy per every three vehicles. All required manuals shall be provided at the time of delivery

No invoices will be processed for the payment of any vehicle until all manuals have been received and deemed adequate by the City Of Surprise.

ITEM	YES	NO	DESCRIPTION	COST
10			Manuals	
EXCEPTIONS EXPLAIN				
Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

11. TRAINING

The successful contractor shall provide training as outlined below. Training will be provided in a three-phased approach, with an Operator level training class, a Maintenance Orientation class and an In-Depth Maintenance training class provided. The timing of these classes and specific subject matter is detailed below.

GENERAL TRAINING REQUIREMENTS

Training will be conducted at a location designated by the City of Surprise. The contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least one (1) City of Surprise Technician. The contractor shall allow videotaping of the training session(s) by City of Surprise personnel and all tapes shall remain the sole property of the City of Surprise. Additionally, the contractor shall provide any available CD/DVD’s or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is the contractor’s responsibility to secure written approval for duplication of these tapes for the sole use of the City of Surprise training process.

Where the contractor does not have appropriate knowledge or materials for providing this training, it will be the contractor’s responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

The contractor shall allow 21 days scheduling time for Fleet Services to notify appropriate employees of training.

The winning vendor shall supply an outline of all training classes to the training coordinator before the first unit is delivered.

The contractor will coordinate all training through Danny Ontiveros, Vehicle Maintenance Manager at (623) 222-6320, danny.ontiveros@surpriseaz.gov.

MAINTENANCE ORIENTATION TRAINING

There will be an initial four (4) hour orientation training on the maintenance and operation of the truck within two (2) weeks of delivery of the first unit to the City. The winning vendor shall supply an outline to the Vehicle Maintenance Manager upon delivery of the first unit and be available to provide this orientation up to three times during an agreed-upon one-week period.

Orientation training shall be provided according to the following outline.

1. TECHNICAL MANUALS (Service and Parts)
 - 1.1. Format
 - 1.2. Use
2. VEHICLE FAMILIARIZATION
 - 2.1. Description of systems and components
 - 2.2. Maintenance services and lubrication
 - 2.3. Vehicle operation
 - 2.4. Warranty specifications and requirements Safety
3. ENGINE
 - 3.1. Operation
 - 3.2. Maintenance services and lubrication
 - 3.3. Tune-up
 - 3.4. Emissions controls, DPF, DEF System
 - 3.5. Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped and troubleshooting)
 - 3.6. Cooling system (integrated sub-system with pump for aux. cooling, coolant recovery system)
 - 3.7. Oil filtration system
 - 3.8. Ignition system (diagnosis, repair, and troubleshooting)
 - 3.9. Fuel system (diagnosis, repair, and troubleshooting)
 - 3.10. EFI/PFI, if equipped
4. TRANSMISSION AND DRIVETRAIN
 - 4.1. Description of systems and components
 - 4.2. Operation
 - 4.3. Maintenance services and lubrication
 - 4.4. Service requirements (proper methods and intervals)
 - 4.5. Controls (manual, electronic, if equipped)
 - 4.6. Integrated emergency warning system
 - 4.7. PTO (operation, maintenance services, repair and troubleshooting), if equipped repair and lubrication)
 - 4.8. Split shaft PTO operation if equipped
 - 4.9. Retarder, if equipped
 - 4.10. Tag axle and controls, if equipped



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

5. BRAKES AND AIR SUPPLY SYSTEM

- 5.1. Description of systems and components
- 5.2. Operation
- 5.3. Maintenance services, repair and lubrication of components
- 5.4. Repair and component replacement (brakes and air systems)
- 5.5. Warning devices and troubleshooting
- 5.6. Anti-lock system if equipped

6. BODY AND COMPONENTS

- 6.1. Lubrication and service requirements
- 6.2. Adjustments (compartment doors, lids and covers)

7. HYDRAULIC SYSTEMS

- 7.1. Description of systems and components
- 7.2. Operational controls (manual, electronic, proportional and automatic sequencing)
- 7.3. Maintenance services, repair and lubrication
- 7.4. Troubleshooting System diagnosis

8. ELECTRICAL COMPONENTS

- 8.1. Troubleshooting and repair

9. PACKER AND LIFT OPERATION HYDRAULICS

- 9.1. Description of systems and components
- 9.2. Maintenance services, repair and lubrication
- 9.3. Troubleshooting
- 9.4. System diagnosis

MAINTENANCE IN-DEPTH TRAINING (BODY)

Vendor shall provide the needed resources to train City of Surprise technicians on methods to diagnose, and troubleshoot all components related to the body, packer, and lift operation.

This training will be provided by the body manufacturer 90 to 180 days after the first unit is placed into service, in order to ensure the training aligns with anticipated breakdowns and service needs.

This training will be an in-depth, journeyman level class including both classroom time and hands-on training, for a (minimum) three-day (24 hour) course length. Training will include an emphasis on diagnostics, electrical systems, hydraulics, electrical/pneumatic/hydraulic controls, computerized controls, and typical maintenance and repair subjects associated with the body, packer, and lift as deemed most valuable by the body manufacturer. Training should utilize current model trucks/components, training mockups, cutaways, etc., in order to provide adequate hands-on instruction.

Training will take place at a City facility or at the local vendor's location, or both, and be made available up to three times during a 30-day period (to coincide with truck purchases within each contract year. Classes will include up to 5 City Of Surprise technicians.

An outline of this training and coordination of date and times shall be provided to the training coordinator, prior to any classes.



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

MAINTENANCE IN-DEPTH TRAINING (ENGINE)

In-depth engine diagnostic and service training will be provided Cummins engine training, Course CRM-09 (a five-day course). This class will be provided (funded) by the vendor and include up to four (4) City of Surprise technicians.

These engine classes can be provided at a location designated by the City of Surprise or a local vendor facility.

OPERATOR TRAINING

Vendor shall provide onsite operator training at a location designated by the City of Surprise for up to ten (10) operators and technicians. This training will be coordinated with the Solid Waste division.

1. VEHICLE FAMILIARIZATION
 - 1.1. Description of systems and components
 - 1.2. Maintenance services/inspection and lubrication
 - 1.3. Vehicle operation
 - 1.4. Safety
2. ENGINE
 - 2.1. Operation
 - 2.2. Engine controls manual, electronic, and shut down
 - 2.3. Emissions controls, DPF, DEF System
3. TRANSMISSION
 - 3.1. Description of systems and components
 - 3.2. Operation
 - 3.3. Maintenance services/inspection and lubrication
 - 3.4. Service requirements (proper methods and intervals)
 - 3.5. Controls (manual, electronic, if equipped)
 - 3.6. Integrated emergency warning system
 - 3.7. PTO (operation, maintenance services, inspections, and lubrication)
 - 3.8. Split shaft PTO operation (if equipped)
4. BRAKES AND AIR SUPPLY SYSTEM
 - 4.1. Description of systems and components
 - 4.2. Operation
 - 4.3. Maintenance services, inspection and lubrication of components
 - 4.4. Warning devices and troubleshooting
 - 4.5. Anti-lock system (if equipped)
5. BODY AND COMPONENTS
 - 5.1. Lubrication and operator adjustments (if applicable)
6. HYDRAULIC SYSTEMS
 - 6.1. Description of systems and components
 - 6.2. Operational controls (manual, electronic and automatic sequencing)
 - 6.3. Maintenance services/inspection
 - 6.4. Operator solutions (how to get the bed down, what if it won't raise, etc.)
7. OPERATOR LEVEL TROUBLESHOOTING
 - 7.1. Warning lights and work lights - breaker reset



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

ITEM	YES	NO	DESCRIPTION	COST
11			Training	
EXCEPTIONS EXPLAIN				
<p>Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				

12. ENGINE

ITEM	YES	NO	DESCRIPTION	COST
12.A			Diesel engine. Electronic 4 cycle, 6 cylinder wet/dry cylinder sleeve	
12.B			Current federal emission standards certified. Bio Diesel (B20) compatible	
12.C			Horsepower: 370 minimum	
12.D			Torque: 1200 lbs. ft. minimum	
12.E			Cummins ISL	
12.F			RPM: 2100	
12.G			Exterior engine hour meter readable from ground level, engine oil pressure activated.	
12.H			Displacement: 9.0 liters (minimum)	
12.I			Engine, Injector, and Turbo warranty to be 5 year/200,000 miles, \$0 Deductible. NO DEVIATIONS.	
12.J			Air cleaner, Dry element type with reserve capacity exceeding maximum engine requirements incorporating Centrifugal type pre cleaner with automatic dirt ejector. An air restriction gauge mounted at cleaner assembly and must be readable from outside the truck while standing on the ground. The air cleaner must meet manufacturer's recommendations with a primary filter and a safety inner filter. The housing shall be metal with corrosion resistant polymer paint. NO EXCEPTIONS OR DEVIATIONS.	
12.K			Primary spin on type fuel filter with water separator and drain valve.	
12.L			Engine alarm and shutdown system for high water temperature and low oil pressure for engine and transmission.	
12.M			Vertical exhaust and muffler, left side. Exhaust guard must be furnished. Exhaust outlet with curved exhaust extension, directed street side wrapped with protective material to reduce the potential of trash contacting the exhaust pipe.	
12.N			The exhaust system shall be shielded if it passes close to air or hydraulic lines, and all exposed crossover pipes shall be shielded and wrapped to prevent trash and debris from accumulating and coming in contact with hot exhaust.	
12.O			Active exhaust regeneration to be done at road speed only.	
12.P			Turbocharger shall have a separate individual heat shield installed to prevent heat transfer to the cab floor or interior.	
12.Q			All air, oil and fuel lines, except for the compressor discharge line, shall be flexible Mfg: Aeroquip, or equal.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

12.R			18.0 cfm minimum air compressor with external air filter (no exception to filter).	
12.S			Engine coolant recovery system with metal tank (required). Sight glass visible from ground level without raising the cab and easily accessible for filling from ground level.	
12.T			Radiator: Single radiator shall be provided to supply adequate cooling for 120 degrees ambient temperature operating as a side loader in confined alleys and streets, without overheating. Coolant shall be to - 34 degrees. Coolant shall be a mixture of 50% deionized water and 50% glycol (NO EXCEPTIONS) with a liquid SCA/DCA additive in the proper proportion to protect internal engine parts against electrolysis, and cavitation. Straight core radiator required offset/staggered core is not acceptable.	
12.U			There shall be a screen installed in front of the radiator to filter debris out of the cooling air stream. Screen shall be removable without the use of tools. Shroud between grill and radiator to reduce the chance of debris entering the radiator.	
12.V			Fan: Two speed fan clutch, Mfg: Horton or equal. (Fan clutch design shall cause the clutch to lock up and continue cooling if the clutch fails).	
12.W			Hoses – Mfg: Gates, Blue Stripe (NO EXCEPTIONS), radiator, by pass, and heater hoses. Hose clamps shall be high capacity worm gear type compatible with silicone or equal hose.	
12.X			Governor: Variable speed/Electronically controlled.	
12.Y			The crankcase shall be fitted with a tap type valve from which oil samples can be taken. This tap shall be mounted in a location for easy access, Fumoto Valve or equal.	
12.Z			Vehicle will be equipped with an active cruise control system.	
12.AA			System shall provide throttle interlock to disable throttle function when body arm is extended.	

EXCEPTIONS EXPLAIN

Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.

13. ELECTRICAL

ITEM	YES	NO	DESCRIPTION	COST
13.A			12 volt, 200 amp alternator minimum, Mfg: Leece Neville, NO DEVIATIONS.	
13.B			Alternator and electrical system shall maintain the batteries at idle in gear with all accessories and lights operating.	
13.C			Batteries, Mfg: Delco, series 1150 or equal, 12 volt High Cycle. Parallel connected, stud type battery post to provide ample power	
13.D			Starter ground wire shall be directly connected to the battery terminal. Fusible link shall be used for secondary grounding of cab, chassis and engine.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

13.E			The battery box shall be mounted on the frame to provide sufficient clearance for body mounting bolts between the frame and battery box. The battery box will be located so as not to interfere with the refuse container lift system.	
13.F			Breaker switches shall protect all electrical circuits. All switches shall be located in a single panel, protected from the elements and yet easily accessible. This circuit panel shall provide a series of circuit protected terminals at which all aftermarket accessories shall integrate the electrical system. All circuits must be designed with a 50% reserve capacity over rated load.	
13.G			A lockable battery disconnect switch on the ground circuit, to meet current City of Surprise, lock out/tag out procedures, with easy access, located at the battery box. No keyed battery disconnect switches.	
13.H			Additional lighting, including beacons and work lights, and accessory wiring shall be connected to a separate, ignition activated relay/solenoid.	
13.I			Solenoid shall be supplied by a 4 gauge cable from the battery disconnect switch, circuit breaker protected and isolated from control and monitor circuits for the chassis and attachments.	
13.J			2 x 12 volt cigarette lighter style power receptacles rated at 15 amps each shall be supplied within easy reach of the driver's position.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

14. TRANSMISSION

ITEM	YES	NO	DESCRIPTION	COST
14.A			Mfg: Allison model RDS4500 six speed automatic equipped for converter driven PTO compatible with specified engine. Transmission shall be equipped with a high capacity fluid reservoir and 4th generation electronic shift control pad.	
14.B			Transmission push button control located for right hand drive. The control shall be located to prevent interference with driver when turning the steering wheel.	
14.C			A bayonet gauge (dipstick) shall be provided. It shall be accessible from the ground and without tilting the cab.	
14.D			An electronic oil level indicator shall be incorporated into the transmission shift pad. .	
14.E			There shall be a cover installed above the transmission to prevent debris from accumulating on top of the transmission. The protective cover must be designed for easy removal and to support the weight of an operator.	
14.F			The City requires the chassis manufacturer's standard transmission warranty.	
14.G			Transmission shall be filled with "Transynd" fluid prior to delivery.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

14.H			Transmission cooler, water to oil type, Mfg: Allison approved. Cooler shall be located outside of the engine compartment and not in front of the engine-cooling radiator.	
14.I			All J 1939 related wiring shall be shielded against radio frequency interference.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

15. BRAKES

ITEM	YES	NO	DESCRIPTION	COST
15.A			Full air at all wheels. Rockwell "Q" series or equal. Drum with "S" cam, outboard mounted. Spring type parking/ emergency brakes on drive and tag axles.	
15.B			Automatic slack adjusters.	
15.C			Air brake adjustment gauge, Mfg: Mr. Safety-Check System Inc. or equal.	
15.D			Brake Shoes, front - 16.5X7, rear - 16.5X8 minimum	
15.E			Brake system shall incorporate the largest available brake shoes and drums.	
15.F			Air drier designed to purge air system of moisture, replaceable spin-on desiccant cartridge type. Mfg: Bendix or equal.	
15.G			Quick recovery air system. Plumbed to insure that the primary air supply tank is filled before the secondary tanks. Air tanks of maximum capacity shall be provided. Location of tanks shall provide maximum ground clearance by mounting them inside of the frame flanges. All air supply valves shall be frame mounted.	
15.H			All air tanks shall be plumbed to allow manual draining by operator, without going under the vehicle. Plumbing shall run from the tanks to petcock(s) mounted outboard of the frame and within easy access by the operator.	
15.I			All mounting holes for brake hardware and components shall have fasteners installed and tightened per manufacturer's specification.	
15.J			Brake pedal and accelerator pedal must allow the use of heel/toe operation without the need to lift the leg.	
15.K			Brake pedal shall be capable of being actuated by the operator using their right foot. Example: No butterfly type pedal or pedal extension.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

16. STEERING

ITEM	YES	NO	DESCRIPTION	COST
16.A			Hydraulic power steering with steering assist if available.	
16.B			The smallest available steering wheel required by the manufacturer is required.	
16.C			The power steering reservoir shall be mounted to allow access from ground level. NO DEVIATIONS	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

17. PERFORMANCE

Gear ratios referenced in other sections of this specification were developed to insure satisfactory performance of the truck under the most extreme operating conditions. Each bidder will submit its drive train analysis to confirm that the truck will meet the following standards.

ITEM	YES	NO	DESCRIPTION	COST
17.A			Road speed of 65 mph with 10 mph reserve for passing slower vehicles and ascending hills. Road speed reached at approximately 1900 rpm assuming that the engine is governed at 2100 rpm.	
17.B			Gradeability: 2.5 3.0% minimum.	
17.C			Startability: 20—30% minimum.	
17.D			Noise level in cab not to exceed 85 decibels at 65 mph at 1900 rpm (assuming that the engine is governed at 2100 rpm).	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

18. FRAME

ITEM	YES	NO	DESCRIPTION	COST
18.A			High tensile 3/8" steel (110,000 psi minimum yield strength) with each rail RBM of 1,969,000 in lbs., minimum	
18.B			Frame rail to be relieved by machine ONLY to clearance.	
18.C			Two (2) frame mounted tow clevises shall be provided capable of lifting vehicle at full GVW without cab or bumper damage. Devices shall be accessible without getting under the vehicle. Pins shall be secured with a lanyard so that they are not lost or misplaced.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

18.D			Chassis and cross members to be assembled using grade 8 huck bolts. (If sufficient room for a huck gun is lacking, bolts may be substituted. Where bolts are used the warranty stated in bold type prevails. No welding on frame rails or cross members. No drilling of frame rail flanges.	
18.E			Body lift cylinder mounting brackets must be huck bolted to frame.	
18.F			IF THE CROSS MEMBERS ARE NOT FASTENED WITH HUCK BOLTS ALL CROSS MEMBERS SHALL BE WARRANTED FOR FIVE YEARS AGAINST BECOMING LOOSE, CRACKING OR EXPERIENCING ANY OTHER FAILURE AND SHALL REQUIRE NO SCHEDULED MAINTENANCE.	
18.G			Wheelbase and cab to axle dimensions shall be determined by the chassis and body manufacturer for optimum weight distribution.	
18.H			There shall be a plate installed across the rear of the frame rails to prevent trash from accumulating in the rails and on the rear cross-member.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

19.CAB

Ergonomics, driver comfort and visibility are key evaluation considerations for the award. After the bid opening and as part of the vehicle evaluation, if the low bid model is one that is not currently in the City's Solid Waste Collection Fleet for side loader operations, a sample chassis of the same year, make and model being offered shall be made available for inspection. The chassis must be made available within 14 days after a written request is received. The inspection will consist of quality, operator's space and comfort, entry and exit of operator and serviceability.

ITEM	YES	NO	DESCRIPTION	COST
19.A			Low entry (42-inch maximum ground to floor) cab over with electric or air hydraulic tilt system with a manual over ride. A handle to disengage the cab safety release mounted under the cab door on the side of the hydraulic cab pump. Cab shall have sufficient space to accommodate a mobile radio and computer tablet with up to a 10" screen. The tilt handle shall be located on the operator's side, close to the pump. Cab warranty shall be a minimum of Five (5) years, unlimited mileage and shall cover all forms of material failure to include fasteners and hinges.	
19.B			Right hand drive with controls for complete seated right hand operation. Dual drive is not acceptable. All controls within easy reach of the seated driver.	



REQUEST FOR PROPOSAL

COS13-016 **Side Load Refuse Trucks**

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

19.C			One complete set of gauges including, but not necessarily limited to, oil pressure, coolant temperature, speedometer, odometer, fuel tank level, air pressure indicators, and brake application gauge. Instruments shall not obstruct operator's vision to the left. Hour gauge shall be installed under the cab visible to the mechanic or inspector. Oil pressure switch activated.	
19.D			All operating controls for right hand drive. These controls shall include but not necessarily be limited to ignition switch, light switch, horn, brake release valve, turn signal switch, windshield wiper, heating and air conditioning, transmission push button selector, and air horns.	
19.E			Water operated heater and defroster with forced air features.	
19.F			Brake and accelerator: These foot controls must be spaced sufficiently far apart to provide comfortable and accurate use by the operator. Floor mounted pedals are desired.	
19.G			Dual electric windshield wipers. Variable speed with delay.	
19.H			Seats – 2 each - Mfg: National Seating Standard Plus Series, high-back, low profile, air ride seat, and air adjustable lumbar support. Both sets to have seat controls on right hand side of seat.	
19.I			Seat cover to be heavy duty cloth. Seat belts shall be installed so as not to interfere with the movement of the seat horizontally or vertically. Seat belts shall be situated so as not to be damaged by the air ride seat suspension and components. Seat belt release mechanism shall be easily accessible regardless of seat position.	
19.J			Seats shall be mounted to provide the maximum rearward adjustment.	
19.K			Radio, AM FM. Speakers (2) installed in headliner.	
19.L			Brush guard: Install a clear paint protection film 8 mil thick, Mfg: 3M Scotch Guard. This film shall be installed to protect the cab corners and front bumper from paint damage while operating in alleys.	
19.M			Dual sun visors, driver and assistant driver position. Cab width external sun visor over windshield.	
19.O			All vehicles delivered under this contract shall have tinted windows as dark as legally possible. The State of Arizona laws shall regulate darkness of film. The forward side window shading may block out no more than 33% of the light or reflect more than 35%. The window film shall be of non-metal construction and must not interfere with wireless signals (i.e. keyless entry, cell phone, radio, GPS, etc.). The window film and installation must come with a LIFETIME warranty against the following: <ol style="list-style-type: none"> 1) Cracking 2) Adhesive failure (i.e. peeling, bubbling, etc) 3) Excessive change in color (i.e. blurring, fading, etc) 4) Delamination 5) Demetallization NO EXCEPTIONS	
19.P			Full engine enclosure heat and noise insulation covering to the cab floor. In cab noise levels must meet all Federal requirements including those for prolonged exposure. Noise level not to exceed 85 dba.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

19.Q			Full cab wall and roof insulation minimum R 18. Area directly behind the operator shall be fully insulated and finished, floor to headliner. All rear cab windows are to be deleted. Side and/or corner windows will be remain on left side for visibility.	
19.R			<p>Insulation:</p> <ul style="list-style-type: none"> Engine Cover (Dog House) and cab floor <p>Foam Specifications</p> <ul style="list-style-type: none"> Bayseal 2.7P closed cell roofing foam <p>Specific Details:</p> <ul style="list-style-type: none"> Density 2.7lbs/ft Tensile Strength 65-75PSI <p>Processing Parameters:</p> <ul style="list-style-type: none"> Pre-heat temp: <ul style="list-style-type: none"> Parts "A" and "B" to 125-135 degrees F. Hose temperatures: <ul style="list-style-type: none"> Parts "A" and "B" to 125-135 degrees F. Pressure (For application): <ul style="list-style-type: none"> 1,000-1,400 PSI Topcoat Specifications: <ul style="list-style-type: none"> Bayblock I, Acrylic Elastomeric Coating Specific details: <ul style="list-style-type: none"> Tensile strength 250 PSI Adhesion 4.15 on foam Fire rating UL790 Class A (Combustible deck, Class B) <p>High solids, fire retardant, elastomeric coating formulated for the protection of polyurethane foam.</p> <p>Ceramic Beads: Ceramic insulating beads added into topcoat for additional heat reflective properties. Insulation is to cover the complete underside of the doghouse and extend out both sides coating the cab floor.</p>	
19.S			Internal padded, insulated, upholstered headliner required.	
19.T			Mirrors are required for the left side of the truck to provide the driver, located on the right side of the truck, full visibility of the left side of the truck, below the windows, from front bumper to the rear of the truck. Dual 6" x 16" flat West Coast type Retractable mirrors. 8" convex mirror also mounted under left and right side mirrors and above the right side mirror.	
19.U			Directional signals LED required. Signals shall be attached inside of the breakaway mirror support frame. Directional signal on mirror support frame shall be Mfg: Signal Stat model 955 LED or equal. Signals shall be visible from the front and side as required by Federal and State law. In-body lights, front and side, are acceptable in lieu of the lights attached to the mirror frame.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

19.V			The primary air conditioning system will incorporate the following; Mfg: Red Dot, Condenser R-6260 or equal. The condenser shall be a dual fan design mounted on the roof. No Exceptions. Condensers in front of the radiator will not be accepted. The unit shall have a minimum BTU/Hr rating of 38,000. Evaporator (ceiling mount), Mfg: Red Dot R-2000 or equal, having 17,000 BTU/Hr minimum capacity, 325 CFM, with three-speed fan and adjustable thermostat, minimum. The compressor shall be engine driven. Adjustable air ducts to direct air to the upper and lower extremities shall be provided, three drivers-side and three passengers-side minimum. No pressurized lines are to be in the drivers compartment. AIR CONDITIONING DUCTS SHALL BE KEPT CLEAR OF BLOCKAGES SUCH AS SWITCHES AND LIFT CONTROLS	
19.W			The air conditioning system must be capable of, at most, 65 degrees duct temperature on a 110 degree day at 20% relative humidity. Temperature will be measured using a laser temperature gun at the center dash vent. The cab temperature will be taken after 1 hour of running time under actual route conditions. If a single Air Conditioning unit is not capable of obtaining these measurements, a dual air conditioning system will be required (dash and ceiling evaporators and fans at no additional cost to the City.) If a dual system is offered, there will only be one condenser allowed which will be located on the roof. Condensers in front of the radiator will be not be accepted. Dash mounted air conditioning units must be original OEM equipment. After market add on type units will not be accepted.	
19.X			Fresh air inlet filter shall be easily accessible from the outside of the vehicle and serviceable without tools.	
19.Y			Keys: all trucks shall be keyed separately, with four (4) keys per unit.	
19.Z			Fire Extinguisher: 10 lbs. UL listed, multipurpose ABC dry chemical and approved mounting bracket externally mounted on the driver's side. (Halon extinguishers are not acceptable).	
19.AA			Roadside Reflectors Kit: three reflectors per kit, Mfg: James King & Co., model 1005, to include storage box with mounting bracket.	
19.BB			Cab interior color shall be light gray.	
19.CC			Treads for cab entry should be 9" deep, minimum, constructed of full grip strut, NO EXCEPTIONS . Corners of treads shall be trimmed to insure that there are no sharp corners that may cause personal injury. Steps shall NOT extend below the bumper line. Steps shall be designed to provide safe ingress and egress of the cab with limited effort.	
19.DD			Nothing shall extend beyond the width or height of truck.	
19.EE			The front fenders are to be modified/cut off, if required, to provide proper body/lift mechanism clearance and avoid damage from fore and aft movement of the mechanism. The right mud flap shall be wide enough to prevent mud from being splashed on the lift system. Mud flaps shall be no more than 8 inches from ground level.	
19.FF			Fans, one (1) adjustable, location TBD. Switches located within easy access of the operator's station.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

19.GG			Both door glasses to be electrically operated with controls convenient to the operator. The motor will be mounted inside the door and not protrude past the inside door panel.	
19.HH			An identification/capacity data plate shall be affixed to the vehicle that is easily readable stating all fluids used with brand and capacity.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

20. PACKER BODY

ITEM	YES	NO	DESCRIPTION	COST
20.A			The packer body shall be a 31 cubic yard, fully automated and side loading capable of collecting 1,200 to 1,300 households per 10-hour workday, 4 days per week. All manufacturers shall fully explain how the body they offer relates to the specifications. The structural integrity and design of the body must be warranted for five (5) years for design and manufacturing defects. This is to include cracks and premature wear out of components and body. Indicate below the actual capacity in weight and volume of the packer body being offered.	
20.B			Sign brackets shall be installed on each side of the body. The exact location will be determined by the City at a post award conference. The brackets will accommodate a sign 31.5" high and 95.5" wide.	
20.C			The structural integrity of the body shall allow high density loading of up to 600 pounds per cubic yard of normal refuse and have a minimum capacity of 31 cubic yards, exclusive of the hopper loading area and the space occupied by the packer panel.	
20.D			The hopper shall be capable of accepting the contents of a fully loaded 300 gallon container in one continuous motion, without spillage over the hopper lip.	
20.E			The packer body control panel will not block the operator's complete view of the left-side door or the outside rear view mirrors. The control panel shall be easily accessible and visible by the operator.	
20.F			Packer blade cycle time from sweep to sweep shall not exceed (10) seconds total elapsed time when the body is empty or partially full. Packer must operate on the run. Packer blade cycle time from sweep to sweep shall not increase beyond (14) seconds as the packer body reaches maximum capacity.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

20.G			Warranty: <ol style="list-style-type: none"> 1) Two (2) year warranty on all parts, materials and labor. 2) All hydraulic cylinders shall have a two (2) year warranty parts and labor including the seals. 3) The hopper floor and sides shall be guaranteed for seven (7) years parts and labor. 4) The structural integrity and design of the body must be warranted for five (5) years against design and manufacturing defects. This to include cracks and premature wear out of components and body. 	
20.H			Body Dimensions: <ol style="list-style-type: none"> 1) Maximum overall width shall not exceed 96 inches. 2) Maximum overall height above the chassis frame shall not exceed 98 inches. 	
20.I			Body Materials: <ol style="list-style-type: none"> 1) Body sides shall be fabricated from 10-gauge hi tensile steel with continuously welded bracing to eliminate water pockets. 2) A roof of 12-gauge hi tensile steel shall be connected to the body sides with integral full-length roof rails to contain and dissipate the high-density side loading forces equally throughout the body structure. 3) The body floor shall be fabricated from 7-gauge sheet steel with a 3/16" AR 400 or HARDOX equivalent replaceable overlay. 4) All body panels shall be braced with 2"x 6" steel channel. 5) Long members of 1/4" structural steel, interlaced construction affording maximum floor support. 6) Back flow blades shall be installed in the body cavity to restrict the back flow of refuse into the hopper as the body cavity fills if required. 7) The right side shall include a shovel and rake holder. 	
20.J			Body will be fully seam welded. NO SPOT WELDS	
20.K			The packer roofline shall be free of impediments which might snag low hanging wires and brush.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

20.L			<p>Hopper:</p> <ol style="list-style-type: none"> 1) The hopper floor and sides shall be made of 3/16" AR400 or HARDOX equivalent. 2) The hopper floor shall extend into the body 24" beyond the maximum extension of the packer panel or maximum radius of a packer paddle. 3) The hopper cover will be designed, for safety purposes, such that if material is dropped on top of the cover the operator will not be required to leave the cab to clear the material. 4) The hopper opening shall be flared outward at approximately 30 degrees to create a funnel effect allowing dumping of full 300 gallon container in one continuous motion, without spillage over the hopper lip. 	
20.M			<p>Ladder:</p> <p>A ladder at the street side forward end of the hopper shall be provided; two grab handles shall also be provided. Self-cleaning steps constructed of grip strut metal are required. Ladder must be designed to allow three-point contact (hands and foot) Without stepping on the fuel tank or battery box. The design must be approved by the City's Vehicle Maintenance Division</p> <ol style="list-style-type: none"> 1) Ladder shall conform to ANSI 14.3 – 2002, guidelines for attached ladders and steps. Minimum step to wall clearance is 7" at all points along length of rungs. 2) Top rung shall be 4" deep minimum. 	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

20.N			<p>Packing Panel:</p> <ol style="list-style-type: none"> 1) Packing panel shall be fabricated from 1/4" AR400 steel, minimum. All exposed bolt heads on the packer panel boot shall be shielded to prevent wear to the bolt head from the contained refuse but still be accessible for removable if necessary without removing the shield. 2) The panel will be activated by double acting, single stage, hydraulic cylinder(s), connected to the panel by steel pins. 3) If the panel rides on bearings, the bearings shall be remotely lubricated or sealed against the intrusion of dirt and debris. 4) Displacing a minimum of three (3) cubic yards, while operating in an empty body. 5) The panel shall be capable of continuous operation, allowing the dumping of containers with the panel in any position. 6) The packing panel controls shall be electric/air over hydraulic, with the controls in the cab easily accessible by the operator. 7) The packer shall be programmable to allow continuous packing or a specified packing mode. 8) There shall also be controls in the cab allowing the operator to manually control the packer in either direction. 9) An adjustable, electrical switch and/or hydraulic pressure switch shall be used to automatically reverse the packer panel when in normal pack mode. 10) If equipped with follower panel, the packing panel shall, regardless of position in the packing cycle, return to the front of the hopper when the lift control is activated, to prevent dumping on panel. 11) Packing panel bearings shall be lubricated from a ground accessible manifold. Lubrication lines from manifold to packing panel bearings shall be medium pressure, Mfg: Aeroquip hose or equal. Hoses shall be capable of withstanding lube pressures generated by lubricant pumps with 50:1 ratio, 100-psi air pressure, pumping Mystik JT-6. 12) A cleanout door, if required, shall provide access without entering body. 13) Debris shall be emptied into 90-gallon barrel. 	
------	--	--	---	--



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

20.O			<p>Tailgate:</p> <ol style="list-style-type: none"> 1) The tailgate shall be top hinged, bustle style. 2) Tailgate rear panel shall be 10 gauge steel sheet (minimum) 3) Tailgate side panels shall be 10 gauge steel sheet (minimum) 4) Tailgate shall be opened, closed and locked by means of two (2) double acting cylinders. 5) The tailgate shall be locked, unlocked, opened and closed using electric over hydraulic controls in the cab. 6) Tailgate switch shall be guarded to prevent accidental operation. 7) The tailgate shall be equipped with a replaceable rubber hose gasket, extending across the bottom of the tailgate and a minimum of 14" vertically up both sides. The seal must be easily replaceable without bending or deforming materials during the operation 8) Integral tailgate props shall be manually lowered and secured with tailgate in the raised position. Hinged design is preferred. 9) Tailgate props shall be secured in the raised and lowered positions with positive locking devices. 	
20.P			<p>Body Hoist:</p> <ol style="list-style-type: none"> 1) The body hoist shall be integral to the sub-frame. 2) Body safety props shall be supplied, capable of supporting the weight of a fully loaded body. 3) The body shall be raised by single acting, telescopic, hydraulic hoist cylinder(s). Cylinder rods must be protected from road debris by shields. 4) Dual hoist cylinders shall be mounted outboard of the chassis frame rails. Single hoist cylinder shall be mounted between the frame rails. 5) All cylinder rod and base end trunnion mounts shall be equipped with grease fittings. Fittings shall be accessible without repositioning body or tailgate. 6) Warning light and audible alarm in cab indicating tailgate is unlatched must be in driver's view. 7) Refuse elimination from body to be accomplished by "tilt to dump". Body must be capable of being raised to its highest point with the tailgate closed without interference or damage. 	
20.Q			<p>Lights: LED clearance lights, brake lights and taillights shall be provided as required by law. All lights shall be shock mounted and properly protected. Integral bulb and lens shall be removable as single component for repair or replacement. In accordance with FMVSS# 108.</p>	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

20.R			The equipment furnished shall conform to current ANSI Safety Standard Z 245.1	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

21. MECHANIZED LIFTING DEVICE

ITEM	YES	NO	DESCRIPTION	COST
21.A			The loader mechanism shall be mounted to the chassis rails with a minimum of grade 8 bolts	
21.B			The lifting device shall be powered and controlled hydraulically with a minimum lifting and unloading capacity of 1500 pounds continuous operation and up to 2000 pounds intermittent operation.	
21.C			The gripper arms shall be capable of grasping, lifting, and dumping, loaded 90 gallon containers approximately 1,200 to 1,300 times daily. A dual pressure grip selection switch shall be installed in the control panel.	
21.D			A roller may be attached to the end of the arms to assist in grasping the container. If the gripper system has not been used by the City a demonstration of the gripper system will be required before bid award.	
21.E			The loading mechanism shall be capable of individually controlled motion for extend, grip, raise, and dump in forward gear only.	
21.F			The mechanism shall grip, raise/lift, dump, lower, and release containers in eight (8) seconds or less.	
21.G			The loading mechanism shall have individual cylinders for grip, raise, dump and reach.	
21.H			Bolt on wear plates with greaseable rollers on all arm components.	
21.I			Wear plates must be replaceable with common tools in less than two (2) hours labor.	
21.J			Cylinders shall have internal cushioning in both directions and be connected at the rod and base ends with spherical bushings.	
21.B			The mechanism shall have a minimum grip range from 12" to 96", from the side of the body to the centerline of a 100-gallon container.	
21.C			The mechanism shall have the ability to combine multiple functions into a single multi-function joystick.	
21.D			The loader shall stow within the 96" legal width limit for use on city streets.	
21.E			The lifting mechanism shall extend and lift in a linear, motion. Lift mechanisms that extend or lift in an arc or swinging motion will not be accepted.	
21.F			The loading mechanism shall be capable of cleanly dumping a fully loaded 90 gallon container into the hopper, in one continuous motion, without spilling the contents outside of the hopper.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

21.G			Loader controls shall be on the driver's left hand side using a multi-function joystick and a control panel, WHICH DOES NOT BLOCK THE DRIVER'S VIEW OF THE LEFT SIDE DOOR, MIRRORS, OR REAR WINDOW IN ANY WAY. Control panel shall be easily accessible and visible by the operator and protected from any electrical surge.	
			Loader control rocker switches shall be on the driver's right hand side (exact position to be determined in a post award meeting.)	
21.H			The joystick control shall be affixed to an ergonomically designed armrest adjustable for height, reach, and angle of the operators arm.	
21.I			Joystick must be capable of Proportionally Controlling the arm speed, lifting, dumping, lowering and releasing container using one motion of the joystick. Please supply a detailed explanation of the functions of the joystick offered. An independently controlled two-speed hydraulic valve will not be accepted.	
21.J			Lifting device operation shall in no way slow compaction cycle. Lift will allow dumping while blade is moving.	
21.K			Device lifting height shall be set to preclude lids of containers from being caught in packer blade. Grip controls must not allow raised barrel to be released.	
21.L			The lift mechanism shall incorporate an interlock to prohibit dumping the contents of a loaded container outside of the hopper or into the hopper if the hopper cover is closed.	
21.M			The lift mechanism shall incorporate solid-state proximity switches as input sensors for arm position and proper sequencing.	
21.N			The lift mechanism shall incorporate a mechanical lock to secure the arm while in transit to prevent the arm from "drifting" out. The mechanical lock shall be controlled by the extend function of the lift controls.	
21.O			All functions to be completely variable allowing feathering capability. Two functions may be performed simultaneously, i.e., grip and extend, lift or lower. Electronic simulation of these functions is acceptable.	

21.P			Ability to raise arm before grip cycle for cans on high curbs.	
EXCEPTIONS EXPLAIN				
<p>Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

22. HYDRAULIC SYSTEMS

ITEM	YES	NO	DESCRIPTION	COST
22.A			Hydraulic fluid cooler shall be installed and will be mounted in such a way that it shall not adversely influence the surrounding components, with regard to temperature or physical interference and to avoid possible damage to cooler. Hydraulic fluid temperature shall not exceed 180 degrees.	
22.B			Hydraulic Lines: <ol style="list-style-type: none"> 1) Steel reinforced, double wire braided, hydraulic hoses shall be used throughout where flexible lines are necessary. External spiral, or equal, guards shall be used where rubbing or chafing may occur. All hoses must be protected against any abrasion that may cause premature failure. 2) The hoses shall be sheathed with an abrasion resistant fabric sleeve material, Mfg: Weatherhead model A-390X to contain oil spray in the event of a hose rupture. 3) All hydraulic fittings shall be high pressure steel incorporating SAE straight threads NO NPT threads permissible on pressure or return line side, pump body excluded. 4) The hydraulic pump shall be a tandem design with one section dedicated to the lift operation and the second dedicated to the packer operation. 5) The hydraulic system shall have a rated working pressure not to exceed of 2,800 PSI. 6) The system shall be protected by an adjustable relief valve cartridge, to limit pressures to manufacturer's recommended settings. 7) The system shall be protected by an adjustable relief valve cartridge, to limit hoist and packer pressures to 2400 PSI. 8) Pump, variable displacement vane type, shall be capable of providing full function and full productivity to the hydraulic system with engine at idle RPM and transmission in forward gear. System shall provide throttle interlock to disable throttle function when the loader arm is extended while in gear. (If exception is taken to any portion of this item, please explain in detail the system(s) offered.) Emergency pump shut off switch dash mounted to turn off pump in the event of hydraulic leaks. 9) Flange mounted PTO driven pump. No Exceptions. 10) All hydraulic hose and line clamps, ("Hydrazorb", etc.), shall be secured using self-locking nuts or spring washers. 11) Direct drive PTO with oil recirculation for on/off operation. 	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

22.C			Hydraulic Reservoir: <ol style="list-style-type: none"> 1) Quick disconnect fittings shall be installed at all pressure test points throughout the hydraulic system to allow the connection of test equipment without the use of tools or removing hydraulic lines and fittings. 2) Reservoir capacity shall be sufficient to operate the Hydraulic system and provide adequate cooling while operating in 120 degree ambient temperatures and prevent cavitations. 3) Tank shall include a pressure cap, breather filter, clean out cover, oil level sight gauge, and thermometer as required by builders design 4) The hydraulic system shall be protected by a 10 micron, in tank, return line filter, and a 100 mesh reusable suction screen. 5) Return line filter shall be replaceable without draining tank. The return line filter shall include a by-pass monitor in the cab to visually alert the operator to a by-pass condition. The service access cover to the return filter assembly shall be secured with grade 5, 3/8" bolts. STUDS WILL NOT BE ACCEPTED 	
22.D			Controls: <ol style="list-style-type: none"> 1) Lift, packer, body hoist, and tailgate controls shall be air or electric over hydraulic. 2) A separate junction box shall be located outside of the cab for ease of service and trouble shooting. 3) All electrical controls shall be clearly marked with indelible labels and positioned within easy reach of the operator's station. 4) Additional lighting and accessory wiring shall be connected to a separate, ignition activated relay. 5) All hydraulic controls shall be solenoid operated, air or electric over hydraulic. 	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

23. COLOR

ITEM	YES	NO	DESCRIPTION	COST
23.A			Completed unit shall be painted in acrylic urethane enamel. The cab color shall be DuPont Standard Fleet White. The body color shall be DuPont Desert Purple code #11848.	
23.B			Frame and undercarriage shall be black.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

23.C			All components will match truck color.	
23.D			Prior to paint all surfaces shall be cleaned by shot or sand blasting or etching such as Oakite 31.	
23.E			Two coats of self-etching primer.	
23.F			Two coats of polyurethane enamel.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

24. SAFETY

ITEM	YES	NO	DESCRIPTION	COST
24.A			Back-up alarm, Mfg: Ecco model 901 or equal.	
24.B			Color, rear view, and hopper camera monitoring system, Mfg: AWTI 3rd Eye. The monitor shall include a grid that identifies the distance that the truck is from an object. (Current model of camera and monitor is required.)	
24.C			The monitor shall be mounted in the cab of the truck in such a manner as to allow the driver full view of the screen. Cab monitor shall not block the view of the driver. The exact location of the monitor shall be determined at a post award conference.	
24.D			Coaxial cables shall be routed through electrical conduit and wire loom material, segregated from the chassis and body wiring looms, to protect the cable from being damaged from objects encountered in the day-to-day use of the truck. The cable shall be placed in such a manner to prevent it from being damaged by opening and closing the tailgate and or lifting of the bed, or cab. All cable shall be un-spliced, one piece.	
24.E			Wiring loom and conduit shall be secured to the vehicle every 18 inches. The loom ties shall NOT be "stick on" type. A wiring diagram showing the routing of the coaxial cable and wiring shall be provided...	
24.F			All wiring and circuit breakers shall be sized to the amperage draw of the lights and accessories with reserve capacity.	
24.G			Rear view camera shall be mounted on the tailgate to provide visibility to a point 95 degrees below horizontal. Mounting brackets shall provide 360 degree protection, (top, bottom, and sides), protecting the camera from being damaged by tree limbs and branches encountered on streets and in alleys. Brackets shall be painted the same color as the truck.	
24.H			Hopper view camera shall be mounted inside of the hopper to provide a view of the hopper and contents of the can being dumped. Camera shall be protected from contact with limbs and other objects to prevent damage.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

24.I			A third camera will be installed on the left side of the truck to allow the driver visibility for blind spots. The exact location of the camera shall be determined at a post award conference.	
24.J			Camera system shall include 24-month warranty, parts and labor.	
24.K			ICC bumper at rear of body to prevent under-ride in the case of a rear end collision.	
24.L			Floodlights, quantity five (5) each, Mfg: Grote, model 64101 or equal. Two (2) lights shall be mounted on the left side of the vehicle, three (3) on the right side. Right side lights shall illuminate the lifting device, hopper area and the right side of the truck. Left side lights shall illuminate down the left side of the truck. Left and right side lights shall be switched separately with switch location in a convenient area for driver access in the right hand drive cab configuration. All lights shall be mounted on slotted brackets allowing for six inches of lateral adjustment. Final placement will be determined at post award conference.	
24.M			Lights shall be properly armored to avoid damage when mounted in or near hopper area or roofline.	
24.N			Each truck shall be equipped with one (1) amber LED strobe beacon, mounted behind and above the cab and be visible from in front of the truck. This beacon will activate when PTO is activated.	
24.O			Two (2) oval amber LED strobe lights shall be shock mounted on the upper rear apex of the body along with two (2) brake/running lights, two (2) turn indicator lights, and two (2) clear lens back-up lights. All of these lights shall be LED and shock mounted. The two (2) amber strobes will activate when the PTO is engaged.	
24.P			In the area above the ICC bumper there shall be two (2) brake/running lights, two (2) turn indicator lights, and two (2) clear lens back-up lights. Three (3) oval amber strobe lights will be configured to cover a 180 degree arc so they will be seen from any direction behind the vehicle. The amber strobes will activate when the PTO is engaged. All of these lights shall be LED and shock mounted.	
24.Q			ICC conspicuity tape on sides and rear of truck.	

EXCEPTIONS EXPLAIN

Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

25. WIRING

All truck wiring will be closely inspected. Failure to comply with the following standards may be basis for rejection of the vehicle.

ITEM	YES	NO	DESCRIPTION	COST
25.A			All vehicle wiring shall meet any and all applicable DOT and State codes. All wiring shall be sized to amperage draw on the lights and accessories. All wire shall be color-coded or numbered. The color codes shall be permanent. All wire shall be the same continuous color from accessory to the junction box.	
25.B			All connectors shall be butt type. Heat shrink shall be used on all splices, over the butt type connector. A waterproof junction box shall be used to join all wiring. The junction box shall be located for easy and convenient service of wiring. All wiring shall be loomed. Any point where wiring passes through metal the wiring shall be protected by the loom or a grommet.	
25.C			All transmission related wiring shall be shielded against radio frequency interference.	
25.D			Wiring loom shall be secured to the vehicle a minimum of every 18 inches. The loom tie shall NOT be a "Stick on" type. All exposed wiring harness connections shall be Mfg: Deutsch model IP 69K or equally rated components.	
25.G			A wiring diagram shall be provided with each body installation. The diagram should be no larger than 8 1/2"x11".	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

26. AXLE

ITEM	YES	NO	DESCRIPTION	COST
26.A			Front; Mfg: Meritor model FL-941 or equal. Axle capacity 20,000 lb with a tapered spring front suspension not to exceed the axle rating. Heavy duty front shocks.	
26.B			Rear; tandem axle, Mfg: Arvin Meritor model RT46-145 or equal with a minimum capacity of 46,000 lbs. Hubs shall be steel. Aluminum hubs are not acceptable.	
26.C			Inter-axle differential switch shall be a spring type momentary. An on/off toggle will not be accepted.	
26.D			Tag Axle: Steerable 10,000 to 13,000 lbs. capacity. Lift axle, Mfg: Hendrickson or equal, with shock absorbers. Air raised and lowered. Raise and lower controls to be mounted in the cab within easy access of the operator and outside, behind the cab, curb side.	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

26.E			The air valve with adjustment must be mounted outside of the cab as required by law. The regulator must be easily accessible without the need to crawl under the vehicle in a location that prevents damage for debris and tire failures. The axle shall lock in the down position by a structural mechanism or air valving, to stabilize the platform when in the dump cycle.	
26.F			Tag axle operating air pressure for optimum weight distribution shall be posted at two (2) locations. One inside of the chassis cab and one at the suspension air pressure regulator.	
26.G			Suspension: Air suspension, Mfg: Hendrickson or equal, for the lift axle and Hendrickson Haulmaxx, or equal, 46,000 lb. at the drive axles.	
26.H			Unit shall be designed and manufactured as a four (4)-axle truck, with the fourth axle being the lift able tag axle. Tag axle shall be installed as an OEM component by the chassis manufacturer. Tag axles installed as after market components are not acceptable.	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

27. WHEELS

ITEM	YES	NO	DESCRIPTION	COST
27.A			Wheels: (10) stud, hub piloted, brushed aluminum, Alcoa or equal. Front: 9 x 22.5 Rear: 14.00 x 22.5 Tag: 8.25 x 22.5	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

28. TIRES

ITEM	YES	NO	DESCRIPTION	COST
28.A			Front: 315/80R22.5 (20 ply) tubeless radial, Mfg: Hankook, Model: AM06 or equal.	
28.B			Rear: 455/55R 22.5, Mfg: Michelin, Model: X One XZU S.	
28.C			Tag: 255/70R 22.5 (16 Ply) tubeless, Mfg: Continental, Model: HSC2 or equal.	
EXCEPTIONS EXPLAIN				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.

29. FUEL TANK

ITEM	YES	NO	DESCRIPTION	COST
29.A			Fuel tank 60 gal. capacity, aluminum, must provide 160 mile minimum range of stop and go city driving. Fuel tank(s) shall be full at time of delivery.	
EXCEPTIONS EXPLAIN				
<p>Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				

30. MANEUVERABILITY

ITEM	YES	NO	DESCRIPTION	COST
30.A			The shortest possible wheelbase that provides the optimum weight distribution is required.	
30.B			Wall to wall turning radius of 66 feet.	
30.C			Overall height of the truck shall be noted on a decal that can be easily seen by the operator.	
EXCEPTIONS EXPLAIN				
<p>Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

31. OPTION A – NATURAL GAS CONVERSION

The engine to be a Cummins ISL-G 320, equipped with a compressed natural gas (CNG) conversion. The capacity of the CNG tanks must be the equivalent to seventy (70) gallons of diesel fuel. The CNG tanks shall be either *Type III* or *Type IV* tanks. CNG tanks will be neck mounted on top of the refuse body, tilt to dump, with a guard installed on both sides to protect the tanks from tree branches and any other hanging debris in an ally environment. Dual fuel fill receptacles to be compatible with an OPW CT1000-P36 and OPW CT5000-S fuel fill nozzles mounted on the street side behind the cab. One additional fuel fill receptacle shall be mounted on the front of the truck, curb side, compatible with an OPW CT1000-P36 fuel fill nozzle. A starter disable/lockout shall be installed on all three (3) fuel fill receptacles. A CNG fuel level gauge shall be installed in the cab with the other gauges.

ITEM	YES	NO	DESCRIPTION	COST
31			Option A	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				

32. OPTION B – DELETE DRUM BRAKES

Delete drum brakes and install full air disc brakes on the steer axle and drive axle.

ITEM	YES	NO	DESCRIPTION	COST
32			Option B	
EXCEPTIONS EXPLAIN				
Mark "YES" if it meets specifications or "NO" if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

33. OPTION C – MIRROR

Add power adjustable west coast mirror on left side of cab.

ITEM	YES	NO	DESCRIPTION	COST
33			Option C	
EXCEPTIONS EXPLAIN				
<p>Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				

34. OPTION D – ON BOARD SCALE SYSTEM

Supply and install Vulcan Body Scales Model R-206B

ITEM	YES	NO	DESCRIPTION	COST
34			Option D	
EXCEPTIONS EXPLAIN				
<p>Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				

35. OPTION E – WALKING BEAM SUSPENSION

Walking Beam 46,000 lb. suspension on rear driver axle, Mfg: Hendrickson Model: HMX460 Suspension.

ITEM	YES	NO	DESCRIPTION	COST
35			Option E	
EXCEPTIONS EXPLAIN				
<p>Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Scope of Work/Specifications

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

36. OPTION F – AIR SUSPENSION

Hendrickson Primaax 46,000 lb. air suspension on rear driver axle.

ITEM	YES	NO	DESCRIPTION	COST
36			Option F	
EXCEPTIONS EXPLAIN				
<p>Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				

37. OPTION G – REAR TIRES

455/55R 22.5, Mfg: Goodyear, Model: G392 SSD.

ITEM	YES	NO	DESCRIPTION	COST
37			Option G	
EXCEPTIONS EXPLAIN				
<p>Mark “YES” if it meets specifications or “NO” if it does not meet specifications. Specifications exceptions listed above must be fully explained. Contractor must submit, with their response sufficient detail how the alternate item(s) will comply with minimum requirements.</p>				



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Proposal Submission

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

Proposal Submission Requirements

Interested offerors must submit one (1) original and three (3) copies including any supplemental documents to be considered. Responses are limited to forty (40) pages not including resumes and tabs.

Proposals must be submitted no later than 3:00 p.m., Local Time, on July 2, 2013 to the City of Surprise, City Hall, 16000 N. Civic Center Blvd, Surprise, AZ, 85374.

All submittals shall be clearly marked **RFP COS13-016 Side Load Refuse Trucks**

1. Read and familiarize yourself with all sections of this RFP.
2. To write the Proposal, follow the instructions, respond to all items listed.
3. **Sealed Envelope or Package.** Each Offer shall be submitted to the City of Surprise, 16000 N. Civic Center Plaza, Surprise, AZ 85374 by **July 2, 2013 @ 3:00 P.M, Local Time**, in a sealed envelope or package that identifies its contents as an RFP COS13-016 and the Offerors Name and address plainly marked on the outside of the envelope or package.
4. Prices will **NOT** be read, nor shall they be subject to public inspection until after the contract(s) is/are awarded.
5. Proposals shall be irrevocable offers for 90 days after the RFP due date.
6. All questions regarding this RFP shall be referred to the Senior Contract Officer, Pam Risaliti, C.P.M, CPPB, via e-mail at pamela.risaliti.@surpriseaz.gov or fax at 623-222-1801. The officer, or designee, requires all inquiries be submitted in writing **via e-mail or fax**. Any inquiry related to this RFP shall refer to the RFP number, page and paragraph.

Offeror Identification Submittal Information

1. Firm name (if a subsidiary also identify parent entity), address, phone number and primary contact person.
2. If a corporation: date incorporated; state incorporated; identify president, vice-president and treasurer.
3. If a partnership: date of organization; partnership type; identify partners.
4. Dun and Bradstreet Registration Number (required)

Evaluation Criteria

Proposals shall be evaluated using the following criteria indicated in descending order of relative importance:

1. Price
2. Ability to Meet Specifications
3. Delivery Schedule
4. Options Available
5. References



REQUEST FOR PROPOSAL

COS13-016

Side Load Refuse Trucks

References

City of Surprise
 Procurement Division
 16000 N. Civic Center Blvd
 Surprise, AZ 85374
 Phone: (623) 222-3700
 Fax: (623) 222-3701

For all bidders - Please list a minimum of three (3) references that the City of Surprise may contact.

1 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
2 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
3 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
4 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
5 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

**THE FOLLOWING STANDARD TERMS AND CONDITIONS ARE AN EXPLICIT PART OF
THE SOLICITATION AND ANY RESULTANT CONTRACT.**

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page, the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City, and Contractor shall have all remedies afforded by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **FUNDING:** Contractor understands that the continuation of this Agreement after the close of any given fiscal year of Surprise, which ends on June 30, shall be subject to the budget of Surprise providing for the contract item as an expenditure. Surprise cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, Surprise may terminate this Agreement as of the close of its fiscal year. Surprise represents that it intends to pay all monies due, if such funds have been legally appropriated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
38. **PROHIBITION ON IRAN INVESTMENTS.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

**THE FOLLOWING SPECIAL TERMS AND CONDITIONS ARE
AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.**

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Surprise, Purchasing Division intends to establish a contract for COS13-016 Surprise Stadium Concessionaire Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Procurement Manager. No alteration of any resultant contract may be made without the express written approval of the City Procurement Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of three (3) year term unless terminated, cancelled or extended as otherwise provided herein.
7. **Affirmative Action Report:** It is the policy of the City of Surprise that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
8. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 60 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.



REQUEST FOR PROPOSAL

COS13-016

Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

10. **Warranty:** All equipment or services supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the contractor (including parts and labor) without cost to the City.

11. **Discussions:** In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

12. **Insurance Requirements.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

a. **Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.**

i. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: *“The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

iii. **Combined Single Limit (CSL) \$1,000,000**



REQUEST FOR PROPOSAL

COS13-016 Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

Policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- c. Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Consultant to the City. Such notice shall be sent directly to the City Procurement.
- d. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. Verification of Coverage:** Contractor shall furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the City's Procurement department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.



REQUEST FOR PROPOSAL

COS13-016

Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

All certificates required by this Contract shall be sent directly to the City Procurement division. The City project/contract number, if applicable, and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

f. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

g. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the City, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

(1) The City of Surprise shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

(2) To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

(3) The Contractor is an independent contractor; therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

(4) The Vendor understands and agrees that City of Surprise will only grant concessions and merchandise sales by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful vendor's expenditure of capital and /or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. The City of Surprise will only grant successful vendors ("Contractors") an individual, revocable and non- transferable privilege of use in the premises for the concession granted.

13. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor



REQUEST FOR PROPOSAL

COS13-016

Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

14. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.
- c. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the bidder in writing of such determination.

15. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

16. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

17. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

18. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- i. Cancel any contract;
- ii. Reserve all rights or claims to damage for breach of any covenants of the contract;
- iii. Perform any test or analysis on materials for compliance with the specifications of the contract. If the



REQUEST FOR PROPOSAL

COS13-016

Side Load Refuse Trucks

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- iv. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

- (1) Deduction from an unpaid balance;
- (2) Collection against the bid and/or performance bond, or;
- (3) Any combination of the above or any other remedies as provided by law.

19. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

20. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- c. In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

21. Offerors are to indicate any exceptions they have taken to any area or content of the Request for Proposals.
If an offeror chooses to take any exceptions to any part of the RFP and the City does not agree or accept your changes or exceptions, the proposal may not be considered for award.

Please include as part of your proposal your exceptions as an exceptions page.

